but in no way violating any constitutional provision. The act merely requires that under certain conditions the employer speak the truth, and not by silence speak an untruth. The interpretation as construed by the court in the present case will perhaps be preferred and followed by later cases. If one employer will not employ an applicant unless he furnish a service letter, a refusal on the part of the first employer to grant such a letter is in effect a statement that the applicant should not be employed. By his silence the employer may in reality slander or ruin the employe's reputation without incurring liability. The law in question furnishes protection to the employe without imposing an unlawful requirement upon the employer.

MASTER AND SERVANT—LIABILITY OF MASTER FOR INJURIES TO SERVANT THROUGH NEGLIGENCE OF COMPANY PHYSICIAN.—The plaintiff was injured while in the employ of the defendant whose custom it was to withhold a certain sum from the wages of the employees for the purpose of keeping a physician to care for its sick and injured servants. It was alleged that through unskillful treatment of such a physician the plaintiff's arm became permanently disabled. *Held,* that the duty of the master is discharged upon the supplying of a competent physician. *Wells* v. *Ferry-Baker Lumber Co.,* (1910), — Wash. —, 107 Pac. 869.

The duty of an employer with respect to the furnishing of medical relief, depends on the nature of the arrangement. If the empoyer derives profit from the fund, greater liability devolves on him than otherwise, *Richardson* v. *Carbon Hill Coal Co.,* 6 Wash. 52, 32 Pac. 1012; *Sawdey* v. *Spokane Falls &c. R. Co.,* 30 Wash. 349, 70 Pac. 972; *Texas & P. Coal Co.* v. *Connaughten,* 20 Tex. Civ. App. 642, 50 S. W. 173, but where an employer derives no profit from the retention of the hospital fund, he is liable only for ordinary care in the selection and retention of a competent physician. *Poling* v. *San Antonio & A. P. R. Co.,* 32 Tex. Civ. App. 487, 75 S. W. 69; *Union Pac. R. Co.* v. *Artist,* 60 Fed. 365, 9 C. C. A. 14; *Pierce* v. *Union Pac. R. Co.,* 66 Fed. 44, 13 C. C. A. 323. The measure of the competency of a physician is the skill and diligence of other physicians in the same neighborhood and in the same line of practice. *Force* v. *Gregory,* 63 Conn. 167.

MORTGAGES—TAX TITLES—REVERSAL OF JUDGMENT.—The plaintiff instituted an action to foreclose a mortgage, making W., the mortgagor, and V., the holder of a tax title, defendants. Judgment was given for the plaintiff in the lower court, and V. took an appeal. No supersedeas bond having been given, the property was sold to the plaintiff under execution; subsequent to this, and while the appeal was still pending, the property was sold to pay taxes, and it was purchased by the plaintiff. The upper court decided the mortgage invalid, and the case was reversed and remanded. The lower court then gave judgment for the plaintiff on his tax title. On appeal, reversed, and *Held,* McCLAIN and EVANS, JJ., dissenting, V. was entitled to a restitution of the property and to an accounting. *National Surety Co.* v. *Walker et al.* (1910), — Ia. —, 125 N. W. 338.

V. was entitled to a restitution of the property with rents and profits, upon a reversal of the original foreclosure case, Code § 4145, *Schoonover* v.

Osborne, 117 Ia. 427, 90 N. W. 844, and as the plaintiff admittedly acquired no title under the execution sale, its rights must rest upon the claim that its tax title, acquired during the pendency of the appeal, gave it a prior right to that of V. The determining question then is: Can one holding premises under a judgment of a lower court, pending an appeal by the adverse party who claims under a tax title, acquire a valid title by letting the property sell for taxes and then purchasing it himself? It is elementary that one whose duty it is to pay the taxes cannot acquire by tax deed a title which will defeat a conflicting claimant or lienholder, *First Congregational Church* v. *Terry,* 130 Ia. 513, 107 N. W. 305, 114 Am. St. Rep. 443; *Defreese* v. *Lake,* 109 Mich. 415, 67 N. W. 505, 32 L. R. A. 744, 63 Am. St. Rep. 584; BLACK, TAX TITLES (Ed. 2) § 273; nor may a life tenant cut off the remainder-man by such means. *Crawford* v. *Meis,* 123 Ia. 610, 99 N. W. 186, 66 L. R. A. 154, 101 Am. St. Rep. 337; *Prettyman* v. *Walston,* 34 Ill. 175; COOLEY, TAXATION (Ed. 2)), 467. Since the plaintiff at all times prior to the reversal of the original foreclosure decree insisted that it had a valid title, it was under a legal obligation to pay the taxes, and its purchase of the property is considered merely a mode of paying such taxes and hence could not be made the basis of an independent claim. This view does not meet the approval of the minority, who maintain that V.'s title was superior from the very beginning, despite the plaintiff's claim and the ruling of the lower court, and that it was therefore the duty of V. to pay the taxes in order to protect his title against subsequent sales for taxes. This view finds support in *Jeffery* v. *Hursh,* 45 Mich. 59, 7 N. W. 221; *Griffin* v. *Turner,* 75 Ia. 250, 39 N. W. 294; *Pickering* v. *Lomax,* 120 Ill. 289, 11 N. E. 175, and commends itself as the more logical, but the one which is less likely to work out justice in its application.

MUNICIPAL CORPORATIONS—GRANT TO WATER COMPANY EXCLUSIVE.—The borough of Brushton, by ordinance, authorized the plaintiff water company "to lay pipes for the purpose of supplying water to the borough and its inhabitants." Plaintiff was incorporated under an act which denied exclusive privilege. Subsequently Brushton was annexed to the City of Pittsburg and by the terms of the ordinance annexing the borough the City of Pittsburg agreed to accept all contracts for the supply of water made by said borough. The City of Pittsburg, several years later began preparations to extend its own water system into the Brushton territory. In an action by plaintiff to restrain the defendant city from so extending its system, *Held,* that the plaintiff was entitled to an injunction regardless of whether or not plaintiff was given exclusive privilege. *Pennsylvania Water Co.* v. *City of Pittsburg et al.* (1910), — Pa. —, 75 Atl. 945.

The injunction was granted by an almost equally divided court. The majority based their opinion upon the proposition laid down by the court in the case of *White* v. *City of Meadville,* 177 Pa. 643, 34 L. R. A. 567, that where a city is given the option of providing water in one of two ways, either by constructing a water system of its own or through an independent agency, it cannot employ both methods at the same time, and having provided for a water supply by contract, with an independent agent, it is with-